

Commonwealth of Virginia

REQUEST FOR PROPOSAL

Issue Date: July 24, 2006

Issue Title: Periodical Subscription Services

Issuing Agency: Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS) - P.O. Box 1797, Richmond, Virginia 23218-1797

Using Agency and Location Where Work Will Be Performed: DMHMRSAS Central Office and 16 Facilities - Statewide

Period of the Contract: October 1, 2006 through September 2, 2007.

Renewals: Contract may be renewed for five (5) additional periods of one (1) year duration upon mutual agreement between all parties and subject to availability of funding.

Proposals will be received for furnishing services described herein until:
Tuesday – August 22, 2006 - 3:00 PM EST

Submit Comments Questions	Interested parties may submit written comments or questions on any aspect of this RFP on or before 5:00 p.m. Friday, August 11, 2006. Please submit your comments and questions to David T. Ray: By email: dave.ray@co.dmhmrzas.virginia.gov No other questions will be responded to after the August 11, 2006 deadline.
Copies of RFP and Answers to submitted Questions	May be obtained at www.dmhmrzas.virginia.gov on left side of screen click on Admin & Business, then on main list click on Procurements and then click on link to Solicitations for the Office of Administrative Services and look for solicitation number assigned.

Proposal Delivery Information:

All Proposals shall be addressed: DMHMRSAS, Office of Administrative Services. If mailed, send to P.O. Box 1797, Richmond, VA 23218-1797; if hand delivered Jefferson Building, 1st Floor - Room 108, 1220 Bank Street, Richmond, Virginia, 23219. Envelopes should be marked with RFP number and opening date and time. It is the Offeror's responsibility to assure that proposals are received and logged in by Procurement Operations staff at the location indicated by the date and time above, regardless of the method of delivery. LATE proposals will NOT be accepted under any circumstances. This page and the following signature page must accompany your proposal, with all information supplied and signatures applied as required.

IN COMPLIANCE WITH THE ABOVE REFERENCED REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED HEREIN, IN FACT OR BY REFERENCE, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

Offeror Name and Address:

_____	Date: _____
_____	By: _____ (Official Signature in Ink)
_____	Printed Name: _____
Telephone: _____	Title: _____
FEI/FIN Number: _____	

The following information is requested, but it is not mandatory that it be supplied. Minority status does not influence the award: (Please Check all that apply)

<input type="checkbox"/>	Contractor DOES consider his/her firm to be a minority business.
<input type="checkbox"/>	Contractor does NOT consider his/her firm to be a minority business
<input type="checkbox"/>	Contractor IS certified as a minority business by VA Department of Minority Business Enterprise.
<input type="checkbox"/>	Contractor is NOT certified as minority business by VA Department of Minority Business Enterprise.
<input type="checkbox"/>	Contractor is an eVA-registered vendor. (Learn about eVA at www.eva.state.va.us)
<input type="checkbox"/>	Contractor is NOT an eVA-registered vendor.

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I. PURPOSE:

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from authorized dealers to establish a contract through competitive negotiations with one or more qualified contractors to provide periodical subscriptions for the Central Office and the 16 facilities of DMHMRSAS, an Agency of the Commonwealth of Virginia. Additional agencies and/or political subdivisions of the Commonwealth of Virginia may be added under the terms of this contract. Any agencies or political subdivisions added may be deleted at anytime during the period of this contract. Modification of the contract to add or delete agencies and political subdivisions shall be made only by the execution of a written Contract Modification agreement signed by DMHMRSAS and Contractor and shall name the specific agency or political subdivision to be added or deleted.

II. BACKGROUND:

The Central Office and facilities of DMHMRSAS regularly purchase periodicals, including medical and other journals, and magazines, for their reference libraries and for public patient/client waiting room areas. Combined annual expenditures for these publications now exceed an estimate of \$132,000. These dollar amounts may change during the course of this contract, and DMHMRSAS reserves the right to increase or decrease the amount as actual needs and funding determine. A partial list of annual expenditures by facility is shown below and a partial listing of current subscriptions is provided in Attachment A

Therapeutic	Professional	Non-Professional Periodicals and Magazines Include Patient
	<u>Journals and Periodicals</u>	<u>Educational Waiting/Reception Room and Popular Magazines</u>
Central Office, DMHMRSAS Richmond, Virginia	\$14,891	
Catawba Hospital Catawba Virginia	\$ 5,469	\$ 372
Central Virginia Tng. Ctr. Lynchburg, Virginia	\$ 11,305	
Central State Hospital Petersburg, Virginia (Includes Southside Virginia Training Center and Hiram W. Davis Medical Center)	\$ 13,074	\$ 9,632
Eastern State Hospital Williamsburg, Virginia	\$ 36,163	\$ 2,054

Therapeutic	Professional	Non-Professional Periodicals and Magazines Include Patient
	<u>Journals and Periodicals</u>	<u>Educational Waiting/Reception Room and Popular Magazines</u>
Northern VA Mental Health Inst. Falls Church, Virginia	\$ 13,134	\$ 1,352
Southern Va. MH Institute Danville, Virginia	\$ 6,048	\$691
Southwestern Va. MH Institute Marion, Virginia	\$6,081	
Southwestern Va. Training. Ctr. Hillsville, Virginia	\$977	
Western State Hospital Staunton, Virginia	\$7,901	

Other DMHMRSAS facilities that may participate in a contract resulting from this RFP include Commonwealth Center for Children and Adolescents Center in Staunton, Piedmont Geriatric Hospital in Burkeville, Southeastern Va. Training Ctr. Chesapeake, Virginia, and Northern Virginia Training Center in Fairfax.

III. SWAM PARTICIPATION:

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities (SWAM) and to encourage their participation in State procurement activities. Toward that end, the Commonwealth encourages contractors to provide for the participation of minority, women-owned and small businesses and businesses through partnerships, joint ventures, subcontracts, or other contractual opportunities. Please indicate in Attachment B to this proposal the type and amount of subcontracting you propose if awarded this contract. The quarterly reporting of such subcontracting, joint ventures, etc. shall be a requirement of any contract resulting from this solicitation. Therefore, the successful contractor(s) shall submit a "Contractor's Report on Subcontracting" to the Contracting Agency within fifteen days after the end of each quarter during the term of the resulting contract and any subsequent renewal. This report shall be submitted even if there has been no applicable subcontracting during the preceding calendar quarter.

IV. STATEMENT OF NEEDS:

- A. Contractor shall provide periodical subscription services for professional and non-professional periodicals, journals, and magazines.
- B. **Mandatory Requirements:** Mandatory provisions are required to be provided by the Offeror. The Agency encourages any Offeror that believes that a mandatory provision is unreasonable to contact the Agency no later than 5 days prior to the due date, so any necessary addenda to the RFP can be considered and issued if required.
- C. **Fulfillment:** Unless otherwise indicated on an order, the latest edition published is to be supplied. Substitutions or additions of titles or editions shall not be permitted unless expressly permitted by the ordering Agency.
- D. **Payment of Invoices:** Contractor shall accept that no payment may be made on a renewal invoice unless the title billed is currently being received on a regular basis by the Agency.
- E. **Supporting Documentation:** The Agency reserves the right to request supporting documentation (including copies of the publishers' invoices) on discount or service charge decisions of the contractor at any time during the contract period.
- F. **Delivery of Material:** Delivery of all materials and invoices shall be made per the ordering Agency address specifications.
- G. **Conversion:** Offeror shall indicate what services it will provide to assist the Agency in the conversion of previously existing accounts to the new Contractor. Offeror is responsible for all cost of providing the periodicals, including costs of conversion or creation of records related to these subscriptions.
- H. **Desirable Provisions:** Note to Offerors - Although the specifications for all of the categories or subcategories listed in this section are desirable, the subsections may require that some information (such as statistical data) may be mandatory for the proposal to be considered responsive. The term "should" indicates a desirable requirement; "must and "shall," indicate mandatory information.
- I. **Types of Material To Be Covered:** Contractor should, ____ can; ____ cannot, be able to provide periodical, annuals, memberships, irregulars and non-periodicals on a subscription basis. (See Attachment B)
- J. **Geographical Coverage:** Contractor should, ____ can; ____ cannot, be able to provide periodical subscriptions published from the following areas:

1. United States;
2. Canada;
3. United Kingdom;
4. Continental Europe;
5. Russia, former Union of Soviet Socialist Republics, and other Slavic countries;
6. Latin America including Mexico;
7. Asia;
8. Pacific nations;
9. African nations;
10. Middle Eastern nations.

K. Types of Publications To Be Covered: Contractor should, ____ can; ____ cannot, be able to supply material from the following types of publishers:

1. General circulation periodical publishers;
2. University presses, University departments; Law Schools;
3. Medical and Societies, Scientific;
4. Societies, Non-Medical and Non-Scientific;
5. Small Presses;
6. Non-paper format publishers;
7. Associations;
8. Government agencies; and
9. Quasi-governmental organizations (e.g., United Nations, Organization of American States, World Health Organizations, NATO).

L. Services:

1. Orders:

a. Acceptance of New Orders: Contractor should, ____ can; ____ cannot, accept new orders from the Agency at any time during the year. Orders may begin with:

- 1) Current calendar year/volume;
- 2) Upcoming calendar year/volume;
- 3) Latest issue;
- 4) Dependent on publisher restrictions;
- 5) Back issues on demand.

b. Subscription Orders: Contractor should, ____ can; ____ cannot, accept subscription orders on the following basis:

- 1) "Till Forbid";
- 2) Multiple year plan;
- 3) Renewal authorization required.

2. Sample Issues: Contractor should, ____ can; ____ cannot, undertake to supply sample issues of periodicals as requested by an ordering Agency. Offeror should indicate if any charges are applicable.
3. Back Issues: Contractor should, ____ can; ____ cannot, accept orders for and supply back issues of periodicals during the past year only.
4. Processing of Orders: Contractor should, ____ can; ____ cannot, process and confirm new orders within 15 working days from receipt from the ordering Agency.
5. Offeror should, ____ can; ____ cannot, specify both turnaround and methods for placement of orders.
6. Delivery Time of First Issue/Volume: Contractor should, ____ can; ____ cannot, enter orders with publishers at least 45 days prior to the ordered starting date or before expiration of renewal subscriptions, provided the ordering Agency submits orders at least 90 days in advance of the required starting date.
7. Rush Orders: Note: "Rush" orders are those that are ordered for delivery within 20 working days. Contractor should, ____ can; ____ cannot, provide special and priority handling of rush orders.
8. Supplementary Volumes, etc: All indexes, supplementary numbers and added volumes should, ____ can; ____ cannot, be serviced automatically as part of the subscription.
9. Offeror should, ____ can; ____ cannot, describe the method for handling supplementary items not included in the subscription price.
10. Non-Fulfillment: If unable to supply a title, Contractor should, ____ can; ____ cannot, notify the ordering Agency with reason for non-fulfillment within 30 days.
11. Common Expiration: Contractor should, ____ can; ____ cannot, establish common expiration for all subscriptions when possible so that each ordering Agency receives only a single consolidated invoice each year.
12. Multiple Year Subscriptions Options: Contractor should, ____ can; ____ cannot, establish where possible multiple year subscription options so that expenditures will be roughly equal each year.

M. Claims:

1. Method of Claim: The ordering Agency may claim missing issues through either or both of the following methods.

- a. Through the Contractor;
 - b. Direct to the publisher.
2. Method of Submission: Claims should, ____ can; ____ cannot, be submitted to the Contractor by:
 - a. Mail;
 - b. Telephone;
 - c. Electronic communication;
 - d. Tele-facsimile
3. Method of Status Notification: The ordering Agency should, ____ can; ____ cannot, be notified of the status of all claims to the contractor by:
 - a. Mail;
 - b. Telephone;
 - c. Electronic communication;
 - d. Tele-facsimile
4. Forms: Contractor should, ____ can; ____ cannot, provide preprinted or pre-formatted claim forms for use in claiming missing issues.
5. Issuance to Publisher: Claims sent to the Contractor should, ____ can; ____ cannot, be directed to the publisher within 5 working days of receipt from the ordering Agency.
6. Status Notification Deadlines: The ordering Agency is to be notified of the status of outstanding claims within 20 working days of receipt by Contractor.
7. Replacements for Missing Issues: On claims for missing issues submitted by the ordering Agency within the publishers' specified time period Contractor should, ____ can; ____ cannot, secure replacements free of charge or secure an extension of the subscription.
8. Replacements for Defective Issues: Contractor should, ____ can; ____ cannot, request free replacement copies for issues received by the "Ship To" addressed ordering Agency that are defective, mutilated, damaged or which are not delivered within publisher policies. Contractor should, ____ can; ____ cannot, secure replacements free of charge or secure an extension of the subscription for claims made on issues, which at the time of receipt, through no fault of the ordering Agency, were unfit for the publishers' intended purposes.

N. Subscription Contractor Contact with Agency:

1. Visits: Contractors' representative should, ____ can; ____ cannot, visit the ordering Agency libraries 2 times per year to discuss problems, changes and planning.

2. Response Time: Contractor or its representative should, ____ can; ____ cannot, respond to messages within 2 working days.
3. Other Methods of Contact: Contractor should, ____ can; ____ cannot, provide for contact via at least one of the following:
 - a. Toll free telephone line;
 - b. Collect telephone calls from the ordering Agency;
 - c. Electronic communication; and
 - d. Tele-facsimile
4. Cancellations:

An ordering Agency should, ____ can; ____ cannot, be able to cancel and obtain a refund for the unused portion of the subscription of individual titles:

- a. At any time;
 - b. At expiration;
 - c. Dependent on publisher restrictions
5. Reports:
 - a Offeror should, ____ can; ____ cannot, provide samples of all available reports. Offeror should, ____ can; ____ cannot, indicate its capability to provide customized management reports on demand. If customized reports are available, Offeror must indicate any applicable policies (including costs for the reports, advance time required, etc.) concerning the preparation of customized (on demand) reports.
 - b. Changes to Publications: Contractor should, ____ can; ____ cannot, provide information regarding the last issue (e.g. volume and number, month, year) for titles, which have ceased publication when available. Contractor should notify the ordering Agency monthly of:
 - 1) Ceased publications;
 - 2) Suspended publications;
 - 3) Public delays;
 - 4) Publishing frequency changes;
 - 5) Title changes; and
 - 6) Title mergers.
 - c. Fiscal Management: Fiscal management reports should, ____ can; ____ cannot, be supplied semi-annually by the Contractor free of charge. Reports should, ____ can; ____ cannot, include but not necessarily be limited to:

- 1) Average service charge by ordering Agency Ship To address;
 - 2) Subscriptions by Library of Congress classification;
 - 3) Subscriptions by each ordering Agency; and
 - 4) Total expenditures by each ordering Agency
- d. Title List. Contractor should, ____ can; ____ cannot, supply to ordering Agencies at no charge 2 copies of its printed title listing showing titles available, prices, volume numbering, frequencies and other information.

O. Charges and Other Fiscal Considerations:

1. Pricing and Service Charges: State the method of computing service charges for subscription services for the following categories of materials;
 - a. General circulation periodicals
 - b. University press journals, Law School and Medical School periodicals;
 - c. Professional journals;
 - d. Scientific and technical (trade) journals;
 - e. Scientific and technical (societal) journals;
 - f. Other societal journals;
 - g. Small press journals;
 - h. Indexes, supplementary numbers and added volumes sold separately;
 - i. Other than paper format periodicals;
 - j. Government Agency periodicals/Quasi-governmental organization periodicals;
 - k. Annuals, greater than annuals, irregulars;
 - l. Popular magazines; and
 - m. Memberships.

P. Invoicing:

1. First Invoice: Contractor should, ____ can; ____ cannot, supply the first invoice on a title within 30 working days of receipt of the ordering Agency order.
2. Information on Invoices: The following information should, ____ can; ____ cannot, appear on each invoice:
 - a. Name and address of the contractor;
 - b. Bill to address;
 - c. Ship to address;
 - d. Account number assigned by the contractor;
 - e. Library purchase order number for each title, if any;
 - f. Contractor title number;

- g. Title of the periodical, annual or newspaper;
- h. ISSN
- i. Period covered;
- j. Volume number(s) covered;
- k. Individual title (if monographic);
- l. Number of copies;
- m. Price;
- n. Indications of whether the title is new or renewal;
- o. Service charge;
- p. Agency fund designation (if supplied by the ordering Agency); and
- q. Federal Identification Number (FIN) or Social Security Number in lieu of the FIN.

3. Supplementary Invoices: Contractor should, ____ can; ____ cannot, supply at monthly intervals supplementary invoices for titles on which the publisher price exceeded the originally billed price with reasons for additional charges.

4. Separate Invoices: Contractor should, ____ can; ____ cannot, separate invoices as indicated by ordering Agencies including:

- a. Maximum amount per invoice (determined by ordering Agency);
- b. Separate invoices by fund designation;
- c. Separate invoices for different Ship To addresses;
- d. Separate invoices for different account numbers;
- e. Other breakdowns as requested by ordering Agency: and
- f. Delayed billing for slow/delayed publications.

5. Proofs of Payment: Contractor should, ____ can; ____ cannot, supply proofs of payments made to publishers as and when requested by publishers and ordering Agencies.

6. Credits:

- a. Contractor should, ____ can; ____ cannot, be able to provide refunds, rather than credits, for canceled subscriptions unless the using Agency approves credit settlement.
- b. Immediate Credit: Contractor should, ____ can; ____ cannot, supply the ordering Agency with blank credit forms to be filled out by the ordering Agency and submitted with invoices in hand for credit (if available from the publisher).
- c. Cancellations and Cessations: In the event of cancellations or cessations other than at expiration, ordering Agency should, ____ can; ____ cannot, receive from _____ Contractor any credit supplied by Publisher.

a

Q. Computer Support:

1. Online Data Availability: Contractor should, ____ can; ____ cannot, be able to provide data online in the following areas:
 - a) Orders;
 - b) Claims;
 - c) Invoices;
 - d) Credits, returns;
 - e) Fund accounting;
 - f) Back issues orders;
 - g) Library of Congress MARC records;
 - h) Title availability;
 - i) Account history; and
 - j) Publishing history (volumes and numbers published).
2. Hardware/Software Compatibility: Contractor's automated system should, ____ can; ____ cannot, be able to interface with Agency Intel based personal computers using online Microsoft Operating Systems through an Internet Explorer web browser.
3. Documentation and Training: Contractor should, ____ can; ____ cannot, supply documentation for training procurement and library staff free of charge on automated systems to be supplied by the Contractor or to be used by the Agency and the Contractor together under the contract.
4. Other Automation Support: Offeror should, ____ can; ____ cannot, provide a full description of any other automation support that can be provided to its subscription clients, starting if services are existing or expected, and a list of any automated systems with which the Offeror presently interfaces.

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. General Instructions:

1. RFP Response: In order to be considered for selection Offerors must submit a complete response to this RFP. One (1) original and six (6) copies must be submitted to the DMHMRAS. The Offeror shall make no other distribution of the proposal.
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information may be considered non-responsive and be rejected by

the Purchasing Agency. Mandatory requirements are those required by law or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information that the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to locate where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify criticality or requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however it may seriously affect the overall rating of the Offerors’ proposal.
- e. Each original of the proposal should be bound in a single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted

must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

3. Oral Presentation of Proposal: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Purchasing Agency. At the Offeror's request these may be via telephone conference call. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Oral presentations are an option of the agency and may not be conducted.

B. Specific Proposal Instructions: Proposals should be as thorough and detailed as possible so that the Purchasing Agency may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Return of Vendor Data Sheet and other specific items or data requested in the RFP. (See Attachment C)
3. Small, Women-owned, and Minority Business Participation. (See Attachment B)
4. Written narrative statement to include:
 - a. Qualifications and experience of Offeror in providing the goods/services described herein;
 - b. Qualifications and experience of key personnel to be assigned to the contract; and
 - c. Complete detail of any support required or expectations of the Purchasing agency.
5. Specific plans for providing the proposed goods/services including:
 - a. Approach to providing the services;

- b. Plans for providing the current periodical subscriptions and for providing uninterrupted service, to include what, when, and how; and
 - c. Cost of Services: Indicate the pricing and discount structure.
- 6. References from at least four previous contracts of the similar size, scope and duration as required in the solicitation. References shall include company name, contact name, contact phone number, address, project title, dates of service, and \$ value of project. This information shall be detailed in Attachment C, "Contractor Data Sheet".

VI. EVALUATION AND AWARD CRITERIA:

A. Evaluation Criteria: Proposals shall be evaluated by the Purchasing Agency using the following criteria:

- 1. Qualifications and experience of Offeror in providing the goods/services described herein.
- 2. Approach to providing the services.
- 3. Plans for providing the current periodical subscriptions and for providing uninterrupted service.
- 4. Expectations the Offeror has of the Purchasing Agency.
- 5. Participation of Small Business and Businesses Owned by Women and Minorities in State Procurement Activities.
- 6. Cost Proposal.

B. Award Criteria: Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors above. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror, which in its sole opinion, has made the best proposal, and shall award the contract to that Offeror. The agency may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal

was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia.) Should the Purchasing Agency determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the Contractor's proposal as negotiated

VII. GENERAL TERMS AND CONDITIONS:

- A. **Vendor's Manual:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety, except as noted below. The procedure for filing contractual claims is in Section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under manuals. The appeals procedures set forth in the DMHMRSAS Administrative Practices and Procedures Manual; Chapter 5 Contractual Services are applicable to these contractual services. A copy of this Chapter is available for review in the offices of the DMHMRSAS.
- B. **Applicable Law and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendor's Manual*. The contractor shall comply with applicable federal, state and local laws and regulations.
- C. **Anti-Discrimination:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. Ethics in Public Contracting:** By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. Immigration Reform and Control Act of 1986:** By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. Debarment Status:** By submitting their proposal, all Offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.
- G. Antitrust:** By entering into a contract, the Offeror conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

- H. Mandatory Use of State Form and Terms and Conditions:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. Clarification of Terms:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the contract officer whose name appears on the face of the solicitation, no later than five days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer.
- J. Payment:**
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth

shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges, which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. Precedence of Terms: Paragraphs A through J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. Qualifications of Offeror: The DMHMRSAS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to the Commonwealth all such information and data for this

purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by or investigations of such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

M. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

N. Changes to the Contract: Changes can be made to the Contract in any one of the following ways:

1. The parties may agree in writing to modify the scope of the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The DMHMRSAS may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as scope of services to be provided, reporting requirements or cost of services. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the DMHMRSAS a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the DMHMRSAS right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the DMHMRSAS with all vouchers and records of expenses incurred and savings realized. The DMHMRSAS shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the DMHMRSAS within thirty (30) days from the date of receipt of the written order from the DMHMRSAS. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for

performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's *Vendor's Manual*. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the DMHMRSAS or with the performance of the contract generally.

- O. Default:** In case of failure to deliver good or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.
- M. Insurance:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*.

The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compensatory for employers of three or more employees, to include employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employers Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence single limit. Commercial General Liability is to include bodily injury, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional named insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 – per occurrence
- N. Announcement of Award:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of

10 days. In addition, the purchasing agency will publicly post such notice on the DMHMRSAS Office of Administrative Service's bulletin board located on the 1st floor of the Jefferson Building – 1220 Bank Street, Richmond, Virginia 23219 for a minimum of 10 days.

- O. Drug Free Workplace:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- P. Nondiscrimination of Contractors:** An Offeror shall not be discriminated against in the award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- Q. eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or Offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.

- b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

VIII. SPECIAL TERMS AND CONDITIONS:

- A. **Audit:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. **Availability of Funds:** Is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- C. **Cancellation of Contract:** The DMHMRSAS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, either party, without penalty, may terminate the resulting contract after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. **Authorities:** Nothing in this agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the Scope of Service contained herein. Furthermore, the Contractor shall not assign, sublet, or subcontract any work related to this agreement or any interest he/it may have herein, except as provided in this proposal, without the prior written consent of the DMHMRSAS.
- E. **Obligation of Offeror:** By submitting a proposal, the Offeror covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- F. **eVA Business-To-Government Contracts:** It is anticipated that the contract will result in multiple eVA purchase orders with the one percent (1%) transaction fee capped at \$500 per order.

The eVA transaction fee will be assessed approximately thirty (30) days after the purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal www.eva.state.va.us , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to comply with the requirements in a and b below will be just cause for the Commonwealth to reject your offer or terminate this contract for default.

- a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
- b. Provide an electronic catalog (price list) or index page catalog for items awarded under this term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specifications that can be accessed and downloaded from www.eva.state.va.us. Contractors should e-mail Catalog or Index Page information to eva-catalog-manager@dgs.state.va.us.

G. Renewal of Contract: This contract may be renewed by the Purchasing Agency upon written agreement of both parties for five (5) additional periods of up to one-year duration under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 30-90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "other services" category of the CPI-U section of the Consumer Price Index - of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available as of the date of renewal.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other services" category of the CPI-U section of the Consumer Price Index - of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available as of the date of renewal.

H. Prime Contractor Responsibilities: The Contractor shall be responsible for completely supervising and directing the work under this contract and all sub-contractors that he may utilize, using his best skill and attention. Sub-contractors who perform work under this

contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his sub-contractors and of persons employed by them as he is for the acts and omissions of his own employees.

- I. Subcontracts:** Except as stipulated herein, no portion of the work shall be subcontracted without prior written consent of the DMHMRSAS. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the DMHMRSAS the names, qualifications and experience of their proposed subcontractors and the Department reserves the right to reject any subcontractor proposed throughout the term of this agreement. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

M. Identification of Proposal Envelope: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____
Name of Offeror Due Date Time

Street or Box Number /RFP No.

City, State, Zip Code RFP Title

Name of Contract/Purchase Officer or Buyer _____

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid/proposal not contained in the special envelope is mailed, the bidder or Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

- J. QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at prices quoted the actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

- IX. METHOD OF PAYMENT:** Compensation for accurately invoiced subscription services shall be paid by either small purchases charge card or check. Prepayment terms shall be established and annual pricing arrangements negotiated.

- A. Payments shall comply with the Virginia Public Procurement Act (VPPA) Article 2.1, Prompt Payment requirements. To wit, "payment date" means either (i) the date on which payment is due under the terms of a contract for provision of goods or services; or (ii) if such date has not been established by contract, thirty days after receipt of a proper invoice by the state agency or its agent or forty-five days after receipt by the local government or its agent responsible under the contract for approval of such invoices for the amount of payment due, or thirty days after receipt of the goods or services, whichever is later.
- B. It is desirable that the Contractor accepts payment through American Express for individually invoiced orders amounting up to \$5,000. Please indicate if your company will accept payment through American Express. _____ Yes _____ No
- C. Payments shall comply with the Department of Accounts - Commonwealth Accounting Policies and Procedures (CAPP Manual), Topic 20310, Special Expenditure Processing Policy. Whereby, allowable advance payments pursuant to written contracts, leases, or agreements are subject to a maximum prepayment period of one year, where delivery, performance, or refund is assured based on written obligation.

X. PRICING SCHEDULE: Quote a discount or increase from Publishers' List Prices for the following categories:

- A. Professional Journals - _____ %
(See Attachment B for examples of journals included in this discount.)
- B. Popular Magazines and Waiting/Reception Room Collection - _____ %
Indicate the names of the magazines that will be included as a special discounted package. Examples of magazines that may be included are People, Newsweek, Good Housekeeping, and Field & Stream. Also, please quote any special packages of Waiting/Reception Room magazines you may have available.

Note: Indicate below any exceptions to the above including any types of publications your company cannot provide under this contract. The Ordering Agency may prepay invoices to take advantage of prepayment discounts; however, cash or prepayment discounts will not be used as a means to determine the lowest or best possible offer.

ATTACHMENT A
PARTIAL LIST OF PERIODICAL SUBSCRIPTIONS

The following are examples of the type of professional journals that will be ordered under any contract resulting from this RFP.

Abuse Prevention Monitor	Archives of General Psychiatry
Action Report	Archives of Internal Medicine
ADA Compliance Guide – Includes Updates	Archives of Neurology
Administration & Policy in Mental Health	Archives of Psychiatric Nursing
Administration in Social Work	Arizona Highways
Advances in Skin & Wound Care	Arthritis Today
AHFS Drug Information	Association for Persons With Severe Handicaps
Aids Patient Care and Standards	Membership
Aids Reference Guide	Audio Digest in Psychiatry
AJN Career Guide	Audubon
Alcohol Research & Health	Augmentative and Alternative Communication, For
Alcoholism & Drug Abuse Weekly	Nonmembers
Alternative Medicine Alerts	Augmentative Communication News
Alternative Therapies in Health & Medicine	Behavior Modification
American Family Physician	Behavior Therapy
American Heritage	Behavioral Health Management
American History	Behavioral Healthcare Tomorrow
American Hospital Formulary	Behavioral Interventions – Includes Online
American Journal of Alzheimers Disease	Behavioral Modification
American Journal of Clinical Nutrition	Behavioral Sciences & the Law – Includes Online
American Journal of Clinical Pathology	Better Homes and Gardens
American Journal of Community Psychology	Better Supervision
American Journal of Forensic Psychology	Biological Therapies in Psychiatry
American Journal of Geriatric Psychiatry	Bits & Pieces
American Journal of Medicine	Black Elegance
American Journal of Nursing – Regular ED &	Blue Ridge Country
Archival Package	BNAS Human Resources Library – On CD-ROM
American Journal of Nursing Index	Bottom Line of Health & Human Services in
American Journal of Occupational Therapy	Virginia
American Journal of Orthopsychiatry	Brain
American Journal of Psychiatry	Briefing on Hospital Safety
American Journal of Psychotherapy	Briefing on JACHO
American Journal on Addictions	Briefings on Long Term Care Regulations
American Journal on Mental Retardation	British Journal of Psychiatry
American Libraries	Brown University Child and Adolescent Behavior
American Psychologist	Letter
American Visions Membership	Bulletin of the Medical Library Association
Annals of Clinical Psychiatry	Bulletin of the Menninger Clinic
Annals of Internal Medicine	Canadian Journal of Psychiatry
Annals of Neurology	Car and Driver
Applied Nursing Research	Catalog of Federal Domestic Assistant

Children and Youth Funding Report – incorporates
 Public Assistance Funding Report
 Chronicle of Philanthropy
 Cleaning Management Institute Membership
 Clinical Nurse Specialist
 Clinical Psychology
 Clinical Social Work Journal
 Clinics in Geriatric Medicine
 CM Cleaning & Maintenance Management
 CNS: Journal for Advanced Nursing Practice
 Code of Federal Regulations: LSA List of CFR
 Sections Affected, LCS
 Code of Federal Regulations: Title 42
 Community Mental Health Journal – Regular &
 Online
 Comprehensive Psychiatry
 Computer Shopper
 Computerworld
 Consumer Reports
 Copycat Magazine
 Cosmopolitan
 Cost Indexes, Engineering, McGraw Hill
 Counselor, the Magazine for Addiction
 Professionals
 Country
 Country Living
 Crafts
 Crafts N Things
 Creative Forecasting W-O Trivia Plus
 Creative Training Techniques Newsletter
 Cultic Studies Journal
 Cumulative Index to Nursing
 Current Procedural Terminology: CPT
 Currents in Affective Illness
 Cycle World
 Danville Register, Dailey & Sunday
 Dell Crossword Puzzles
 Dell Horoscope
 Dell Word Search Puzzles
 Dental Abstracts
 Dental Clinics of North America
 Developments in Mental Health Law
 Diabetes Forecast
 Disability Funding News – Incorporates, Mental
 Health News Alert
 Discharge Planning Advisor
 Discipline & Grievance Pamphlet

Discover
 Discussion Memorandum
 DRG Guidebook
 Drug Facts & Comparisons
 Drug Interaction Facts
 Dysphagia
 Ear and Hearing
 Early Childhood Law and Policy Reporter
 Early Childhood Report
 Eating Disorders Review
 Ebony
 Elis Rehab Report
 Elle
 Employment Health Law and Benefits
 ENR – formerly, Engineering News Record
 Entertainment Weekly
 Environment of Case News
 Esquire
 Essence
 Essential Assistant – formerly, Creative Secretarys
 Letter
 Evaluation & Program Planning
 Evidence Based Mental Health
 Exceptional Parent
 Executive Excellence
 Experimental and Clinical Psychopharmacology
 Exposure Drafts
 Facts & Comparisons
 Fair Labor Standards Handbook for States & Local
 Governments & Schools
 Families in Society: The Journal of Contemporary
 Human Services
 Family Circle
 Family Process

Family Therapy Networker
 Fantasy & Science Fiction
 Farmville Herald
 Federal Grants and Contracts Weekly
 Federal Grants Management Handbook
 Federal Register Complete Service
 Field & Stream
 Fred Pryors Managers Edge
 Games Magazine
 Garden Design
 Geriatric Care
 Geriatric Nursing
 Geriatrics
 Gerontologist C-W Journals of Gerontology: Series
 A&B
 Glamour
 Good Housekeeping
 Good Old Days
 Government Accounting Standards Board
 Subscription Service, Comprehensive Plan
 Governmental Accounting Standards Board
 (GASB), Technical Bulletin
 GQ
 Grapevine Newsletter
 Guideposts – Large Print Edition
 Hansten & Horns Drug Interactions Analysis &
 Management
 Harpers Bazaar
 Harvard Health Letter
 Harvard Mental Health Letter
 Hastings Center Membership
 Health
 Health Affairs
 Health Forum Journal
 Health Policy Week

Healthcare Leadership Review
 Healthcare Risk Management
 Healthline – Formerly Called Sickbay Today
 Healthy Heart Beats
 Hit Parader
 Hope Health Letter
 Hospital and Community Psychiatry
 Hospital Employee Health
 Hospital Infection Control
 Hospital Peer Review
 Hot Rod

House Beautiful
 HR Focus
 Ideals
 Inclusive Education Programs
 Infants and Young Children
 Infection Control & Hospital Epidemiology
 Inside Microsoft Windows Networking Edition
 Inside Paradox For Windows Magazine
 Inside the Joint Commission
 International Association of Psychosocial
 Rehabilitation Services Membership

International Journal of Group Psychotherapy
 International Journal of Methods in Psychiatric
 Research
 Internet World
 Interpretations of the Governmental Accounting
 Standards Board
 Interview
 Invitations to Comment, GASB
 Issues in Law & Medicine
 Issues in Mental Health Nursing
 JAMA - Journal of the American Medical
 Association
 Jet
 Joe Weiders Muscle & Fitness
 Joint Commission Journal on Quality
 Improvement
 Joint Commission on Perspectives
 Jonas Healthcare Law Ethics & Regulation
 Journal for Nurses in Staff Development
 Journal of Abnormal Psychology
 Journal of American Academy of Child &
 Adolescent Psychiatry
 Journal of American Psychoanalytic Associations
 Journal of Applied Behavior Analysis
 Journal of Autism & Developmental Disorders
 Journal of Behavior Therapy & Experimental
 Psychiatry
 Journal of Behavioral Health Services & Research
 Journal of Child & Adolescent
 Psychopharmacology
 Journal of Child & Family Studies
 Journal of Child Sexual Abuse
 Journal of Clinical Ethics
 Journal of Clinical Psychiatry
 Journal of Clinical Psychology
 Journal of Clinical Psychopharmacology
 Journal of Community Psychology – Includes
 Online & In Session
 Journal of Consulting & Clinical Psychology
 Journal of Continuing Education in Nursing
 Journal of Developmental & Physical Disabilities
 Journal of Emotional & Behavioral Disorders
 Journal of Forensic Neuropsychology
 Journal of Forensic Psychiatry
 Journal of Geriatric Psychiatry
 Journal of Gerontological Nursing
 Journal of Learning Disabilities

Journal of Marital & Family Therapy
 Journal of Mental Health Administration
 Journal of Multicultural Counseling &
 Development
 Journal of Multicultural Nursing & Health
 Journal of Music Therapy
 Journal of Nervous and Mental Disease
 Journal of Neurology
 Journal of Neuropsychiatry & Clinical
 Neurosciences
 Journal of Nursing Administration
 Journal of Nursing Care Quality
 Journal of Nursing Quality Assurance
 Journal of Pastoral Care
 Journal of Personality Assessment
 Journal of Personality Disorders
 Journal of Pharmacy Technology
 Journal of Practical Nursing
 Journal of Practical Psychiatry & Behavioral
 Health
 Journal of Psychiatric Practice
 Journal of Psychiatry & Law
 Journal of Psychosocial Nursing & Mental Health
 Services
 Journal of Studies on Alcohol
 Journal of Substance Abuse
 Journal of Substance Abuse Treatment
 Journal of the American Academy of Psychiatry &
 the Law
 Journal of the American Dental Association
 Journal of the American Dietetic Association
 Journal of the American Geriatric Society
 Journal of the American Psychiatric Nurses
 Association
 Journal of the Association for Persons With Severe
 Handicaps
 Journal of Visual Impairment & Blindness
 Journal of Vocational Rehabilitation

Journal Watch For Psychiatry
 Journals of Gerontology: Series A, Biological
 Sciences & Medical Sciences
 Journals of Gerontology: Series B, Psychological
 Sciences & Social Sciences
 Kiplinger Letter
 Ladies Home Journal
 Lan Magazine: The Network Solutions Magazine
 Lancet
 Law Officers Bulletin
 Laws Affecting Children With Special Needs
 Library Journal
 Library Mosaics
 Life
 Lotus/Computing for Managers and Professionals
 Mademoiselle
 Maintenance Supervisors Development Program
 Managers Legal Bulletin
 Martinsville Bulletin
 Material Safety Data Sheet Updating Service
 Mayo Clinic Health Letter
 McCalls
 Medical Clinics of North America
 Medical Documentation Update
 Medical Essay
 Medical Ethics Advisor
 Medical Letter on Drugs & Therapeutics
 Medical Records Briefing
 Medicare and Medicaid Guide On CD-ROM
 Medicare and Medicaid Law Bulletin
 Medicine
 Medicine and Health
 Mental Health Aspects of Developmental
 Disabilities
 Mental Health Law News
 Mental Health Law Reporter
 Mental Health Report
 Mental Health Weekly
 Mental Retardation
 Metropolitan Home
 Microsoft Technet – CD ROM
 Modern Healthcare
 Monitor on Psychology
 Morbidity & Mortality Weekly Report
 Motivational Manager

Motorcyclist
 National Enquirer
 National Geographic
 National Geographic World
 National Psychologist Practitioner Newspaper
 National Wildlife
 Natural Health
 Natural History
 Neurology
 Neuropsychiatry
 New Day
 New Directions for Mental Health Services
 New England Journal of Medicine
 New York Times, Large Type Weekly
 New Youth Connections
 News & Advance
 News & Record
 Newscurrents
 Newsletter of the American Academy of
 Psychiatry and the Law
 Newsweek
 Nickelodeon
 NT Update
 Nursing Administration Quarterly
 Nursing Homes
 Nursing Laws Regan Report
 Nursing Management
 Nursing Outlook
 Nursing Times
 Nursing, for renewals only
 Nutrition & the MD
 Nutrition Action Health Letter
 Occupational Health & Safety
 Occupational Outlook Quarterly
 Occupational Therapy in Mental Health
 Of Substance
 On-Line Access
 Ostomy Wound Management: the Journal of
 Extended Patient Care Management
 Outdoor Life
 Parents
 PC Magazine
 PC World – Lotus Edition Magazine
 People Weekly
 Personal Report for the Administrative

Professional	
Personnel	
Personnel Journal	
Perspective in Psychiatric Care	
Perspectives on Staffing & Scheduling	
Perspectives, formerly, New Directions	
Pest Control	
Pharmacist's Letter	
Pharmacotherapy	
Physical Therapy	
Physician: Clinical Psychology	
Popular Mechanics	Reimbursement Advisor
Popular Photography	Reminisce Magazine
Popular Science	Research in Developmental Disabilities
Postgraduate Medicine	Richmond Times Dispatch
Power	Right on Magazine
Practical Communications	RN: National Magazine for Nursing
Practical Supervision	Road & Track
Premier ICD-9-CM Code Book	Rolling Stone
Prevention	Runners World
Professional Psychology: Research & Practice	Safety & Health
Program Plans, Nursing Basic	Saturday Evening Post
Psychiatric Annals	Schizophrenia Bulletin
Psychiatric Clinics of North America	Self
Psychiatric News	Self Injury Abstracts & Review
Psychiatric Rehabilitation Journal	Seminars for Nursing Managers
Psychiatric Rehabilitation Skills	Seminars in Nutrition
Psychiatric Services	Seventeen Magazine
Psychiatric Times	Sheet Music Magazine
Psychiatric Update – Audio Cassette	Single Audit Information Service
Psychiatry – Audio Cassette	Smart Computing
Psychiatry Drug Alerts	Smithsonian
Psychiatry, NY	Social Work
Psychological Assessment	Social Work Abstracts
Psychological Reports	Social Work in Health Care
Psychological Review	Southern Living
Psychology Today	Special Care in Dentistry
Psychopharmacology Bulletin	Special Education Bible Study
Psychosomatic Medicine	Sporting News
Psychosomatics	Sports Afield
Psychotherapy, Theory Research & Practice	Sports Illustrated
Purchasing	Spotlight Report
Quality Progress	Stereo Reviews Sound & Vision, Incorporates
Radiologic Technology	Stereo Review & Video Magazine
Readers Digest, Regular and Large Edition	Substance Abuse Funding News
Redbook	TASH Newsletter – formerly, Newsletter, The
Rehabilitation Nursing	Association for Persons with Severe Handicaps
	Taste of Home

Teaching Exceptional Children
 Team Management Briefings, Incorporates Quality
 Management
 Teen Magazine
 Telemedicine Journal and E-Health – formerly,
 Telemedicine Journal
 The Healthcare Forum Journal
 The Office Professional
 Therapeutic Recreation Journal
 This Old House
 Time
 Today's Therapeutic Trends: The Journal of New
 Developments in Clinical Medicine
 Topics in Clinical Nutrition, Incorporates Nutrition
 Clinics for US, Canada & Japan
 Topics in Health Record Management
 Topics in Language Disorders
 Training, Helping People & Business Succeed
 Trustee, Magazine for Hospital Governing Boards
 Tufts University Health & Nutrition Letter
 University of California
 UPS DI – Volume II – Advice for the Patient
 US News & World Report
 US Weekly
 USA Today
 USP DI – Volume I – Drug Information for the
 Health Care Professional
 Vanidades Continental
 Virginia Cavalcade
 Virginia Employment Law Letter
 Virginia Environmental Compliance Update
 Virginia Game & Fish
 Virginia Historical Society Membership
 Virginia Magazine of History & Biography
 Virginia Registration of Regulations
 Virginia Wildlife
 Vogue
 Walking
 Washington
 Westsats Satellite Channel Chart
 Windows 2000
 Woman's Day
 Workbench
 Workers' Compensation Bi-Weekly Law Bulletin
 Workforce Extra
 Working Communicator
 Working Smarter with Microsoft Word

Working Woman
 Writers Digest
 Zero to Three
 Zoobooks

ATTACHMENT B

SWAM Subcontracting Expenditures

The amount spent by prime contractors with DMBE certified SWAM businesses for work directly traceable to the fulfillment of a contract with the agency.

Total Subcontracting Expenditures with MBE	Total Subcontracting Expenditures with WBE	Total Subcontracting Expenditures with SBE
\$	\$	\$

Name of Subcontractor	Federal Tax ID	MBE, WBE or SBE	Contract Number	Dollar Amount

Attach lists of names of subcontractors, Federal Tax IDs, SWAM designation, Your Contract Number (if applicable), and expected contracted amounts to the subcontractors.

ATTACHMENT C

CONTRACTOR DATA SHEET

1. QUALIFICATIONS OF OFFEROR: The Offeror must have the capability and capacity in all respects in order to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service:
_____ years _____ months.
3. REFERENCES: Offerors shall provide a list of at least four (4) recent references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

ORGANIZATION

ADDRESS

CONTACT PERSON

TELEPHONE

a.) _____

b.) _____

c.) _____

d.) _____

4. Offeror name, phone number and State and date of incorporation. If not a corporation, state the type of business organization, names and addresses of owners, address and phone number of principal place of business, date business began and State in which organized:

5. Are you a subsidiary firm: ___YES ___NO. If yes, list the name and location of your parent affiliation:

6. Name and title of firm's official to who further communication should be directed:

I certify the accuracy of this information.

Signed: _____

Title: _____